

STATE OF INDIANA)
) SS:
COUNTY OF CLAY)
IN THE CLAY COUNTY ^{Superior} CIRCUIT COURT
AVC NO. 01-018

IN RE: DUSTY RHODES, INC.,)
)
Respondent.)
MISC. DOC. NO. 11D01-0102-MI-053

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmueller, and Respondent, Dusty Rhodes, Inc., without admitting any violation of law, enter into this Assurance of Voluntary Compliance (Assurance), pursuant to Indiana Code §24-5-0.5-7.

It is acknowledged that violation of this Assurance constitutes prima facie evidence of a deceptive act as defined by Ind. Code §24-5-0.5-3 and Ind. Code §9-22-3-37. This Assurance is entered into without any adjudication of any issue of fact or law herein, and upon consent of the parties hereto.

It is hereby agreed that:

1. Respondent is a corporation doing business as a new and used car dealership. Respondent's principal place of business is located in Clay County, 2189 U.S. Highway 40 West, Brazil, Indiana 47834. At all relevant times Respondent has engaged in consumer transactions with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter

described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

4. Respondent, in soliciting and/or contracting with consumers, shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the characteristics and/or benefits relating to the sale of used motor vehicles unless Respondent actually intends to provide and, in fact, provides the used motor vehicles as represented.

5. Respondent, in soliciting and/or contracting with consumers, shall not make, cause to be made, or permit to be made, expressly or by implication, any representation, orally or in writing, as to the standard, grade or quality of used motor vehicles offered for sale, unless Respondent actually intends to provide and, in fact, provides the used motor vehicles as represented.

6. Respondent will immediately comply with all provisions of Ind. Code §9-22-3-1 *et seq.*, including but not limited to, disclosing in writing to a purchaser, customer, or transferee before consummating a sale, exchange or transfer of a motor vehicle, that the a vehicle is salvage or rebuilt.

7. Respondent shall pay Five Hundred Fifty and 00/100 Dollars (\$500.00) to the Office of the Attorney General for its costs of investigation.

8. Respondent shall remit the payments referred to in paragraphs seven (7) and eight (8) to the Office of the Attorney General upon execution of this Assurance.

9. Respondent shall not, either directly or indirectly, communicate to any consumer that the Office of the Attorney General has approved, sanctioned or endorsed any of Respondent's activities.

10. Respondent agrees to cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

11. The Office of the Attorney General shall file this Assurance with the Circuit Court of Clay County.

STATE OF INDIANA

STEPHEN CARTER
~~JEFFREY AXMINSTER~~
Attorney General of Indiana

RESPONDENT
Dusty Rhodes, Inc.

By Mary Ann Wehmuller
Mary Ann Wehmuller
Deputy Attorney General
Atty. No. 0015251-49A
Office of the Attorney General
402 West Washington, 5th Floor
Indianapolis, Indiana 46204

By Robert E. Johnson
Title General Manager

APPROVED AND ORDERED, this 26th day of Feb., 2000

J. R. A.
Judge, Clay County ~~Circuit Court~~
Superior

ZMA:226410v1